

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA,
AND
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 24 October 1997, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT, acting by and through its MAYOR AND TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 9-240, to enter into this agreement and has by resolution agreed to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The US Department of Transportation has allocated \$7,500,000.00 to the metropolitan Phoenix area to be administered by the State and Maricopa County to accomplish the program via a State, Town and private sector partnership known as the "AZTech Project", for the expressed purpose of implementing an Integrated Regional Advanced Traveler Information System, and demonstrate intelligent transportation systems throughout the area and involve State, Town, regional and local jurisdictions.

NO. 21993
Filed with the Secretary of State
Date Filed: 10/24/97
Betty Gayles
Secretary of State

By: Wicky Greenwood

4. The AZTech concept is to integrate the existing intelligent transportation infrastructure into a regional system. The State with Maricopa County, regional and local jurisdictions, are jointly developing the AZTech Project to establish and implement an integrated traveler information system for the multimodal traveler. The Project will enhance the transportation management systems for the Phoenix metropolitan area by providing up-to-the-minute travel information and facilitate signal coordination across jurisdictional boundaries, thereby providing increased safety and improved regional mobility.

5. The State and Town are working together with other AZTech Project partners in a common goal of coordinating traffic management systems in direct consideration of a regional transportation system.

6. The State and the Town have identified potential areas where Intelligent Transportation System (ITS) technology can be applied to improve traffic management and establish a Traffic Traveler Information System in the valley for the AZTech Project. The intent of this agreement is to define the terms of the parties with regard to respective responsibilities, related to the Traffic Traveler Information System. The term of the AZTech Project is 5 years.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE

1. The Town will:

a. Provide representatives to the AZTech Project committees and working groups. Allow for and assist in the communication between the Traffic Operation Centers (TOCs). Allow timely access to the Town's traffic system data bases. Participate in the development and implementation of a system evaluation plan. Participate in the development and implementation of multi-jurisdictional signal system timing plans and establish inter-operability between Town, State and other jurisdictions. Participate in system training as required.

b. Participate in the installation of the initial KIOSK at the State's expense, at an estimated cost of \$20,000.00 per KIOSK, at the location proposed by the Town and agreed upon by the State. Provide ongoing operations support and maintenance for the 5 year duration of the AZTech Project and be responsible for all costs beyond the initial expenditure by the State. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the Town and agreed upon by the State, provided additional funding is available through the AZTech Project, should the Town desire additional KIOSKS.

c. Be responsible for all data communications cost beyond the initial 36 month implementation of the AZTech program, at an estimated cost of \$550.00/month. At the end of the initial 36 month period, the Town may negotiate with U S West Communications, (the video and data services provider), for video and data service needs beyond the initial implementation period at the current or a reestablished service level.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

2. The State will:

a. Allow timely access to the AZTech Server System data base, which includes volume, occupancy and speed data to facilitate integration into the AZTech Project. Participate in the development and execution of a system evaluation plan.

b. Provide assistance to the Town, in project planning, design review and construction, to the extent necessary, to implement the AZTech Traffic Traveler Information System.

c. Be responsible for the initial KIOSK, at an estimated cost of \$20,000.00 per KIOSK. Support and maintain all operating systems and traveler information software on the AZTech KIOSKS, at an estimated cost not to exceed \$3,000.00 per KIOSK, for the 5 year duration of the AZTech Project. Be responsible for additional KIOSKS at a fifty percent (50%) match, at an estimated cost of \$10,000.00 per KIOSK, at the location proposed by the Town and agreed upon by the State, provided additional funding is available through the AZTech Project, should the Town desire additional KIOSKS.

d. Be responsible for all data communications costs between traffic operations centers for the initial 36 month implementation of the AZTech program, at an estimated cost not to exceed \$20,000.00.

e. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 June 2003, or until cancelled by either party upon thirty (30) days written notice to the other party, or by other competent authority.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All legal notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

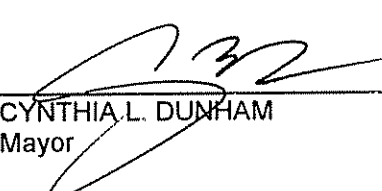
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Gilbert
Public Works Department
1025 S. Gilbert Road
Gilbert, AZ 85269

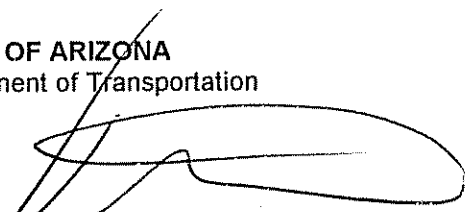
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


TOWN OF GILBERT

By 
CYNTHIA L. DUNHAM
Mayor

STATE OF ARIZONA
Department of Transportation

By 
THOMAS G. SCHMITT
State Engineer

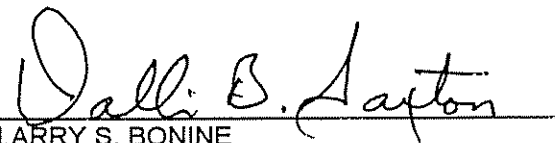
ATTEST

By 
Acting Town Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of August 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Gilbert, for the purpose of defining responsibilities to jointly develop the AZTech Project, establish and implement an integrated traveler information system for the multimodal traveler.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.

for 
LARRY S. BONINE
Director

APPROVAL OF THE TOWN OF GILBERT ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF GILBERT and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30 day of September, 1997.

Susan Goss

Town Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

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MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2102TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 19, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8329

Enc.